

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Invitation to Bid is to purchase acoustical panels and associated hardware/brackets for Miami-Dade County Transit (MDT) Track and Guide Way. The assembly of brackets/hardware to the acoustical panels and installation shall be the responsibility of MDT.

2.2 TERM OF CONTRACT

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the blanket purchase order issued by the Internal Services Department, Procurement Management Services Division (ISD/PMS); and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the two (2) year period.

2.3 OPTION TO RENEW

Prior to, or upon completion, of the initial term, the County shall have the option to renew this contract for one (1), two (2) year periods. Prior to completion of the original contract term, the County will consider adjustment to price based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase).

2.3.1 It is the awarded Bidder's responsibility to request any pricing adjustment. For any adjustment to commence on the first day of any exercised option period, the awarded Bidder's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The awarded Bidder adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the awarded Bidder, the County will assume that the awarded Bidder has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.3.2 Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

2.3.3 Should a Bidder decline the County's right to exercise a renewal option, the County may consider the Bidder in default which may affect the Bidder's eligibility for future contracts.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a Bidder fails to submit an offer on all items, its overall offer may be rejected. The County will award the total contract to a single Bidder.

All Bidders shall meet or exceed the following requirements to be considered for award:

2.4.1 Step One: Minimum requirements at the time of bid submittals:

- a. Warranty Requirements as per section 2.10
- b. Corrosion protection 3.2.D.2
- c. Noise Reduction as per section 3.2.E
- d. Drawings as per section 3.3.A
- e. Design calculations as per section 3.3.B
- f. Product data as per section 3.3.C

2.4.2 Step Two: Items required during evaluation at the time of specific request:

- a. Complete Assembly and Color Samples as per section 3.3.D and 3.3.E
- b. Impact Testing as per section 3.2.D.7

2.5 PRE-BID CONFERENCE AND SITE VISIT (HIGHLY RECOMMENDED)

A pre-bid conference followed by a site visit / walk through will be held on Monday, July **th, 2014, at * a.m. at the Overtown Transit Village (OTV) building located at 701 NW 1st Court, Miami Florida 33136, first floor training room, to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

"Multiple members of individual community councils may be present."

Representatives from the Miami-Dade Transit Department will be available at this meeting to answer questions, and staff from the Internal Services Department, Procurement Management Division will be on hand to clarify any procurement issues.

It is highly recommended that bidder's visit the proposed site of the existing guide way and identify and become familiar with any and all conditions which may, in any manner, affect the fabrication and delivery of the acoustical panels and associated hardware/brackets. No allowances will be made due to a bidder's lack of knowledge of these conditions.

A site visit will be conducted following the pre-bid conference at OTV.

2.6 **PRICES**

Prices shall remain firm and fixed for a two-year period from the effective date of the Contract. Prior to completion of the original contract term, the County will consider adjustment to price based on the Manufacturers Price Increase (Manufacturers Invoice Indications Price Increase).

2.7 **METHOD OF PAYMENT**

The County shall provide partial payments for items delivered by the awarded Bidder. The awarded Bidder shall provide a fully documented invoice to the County user department that requested the items through a purchase order. All invoices shall contain the following basic information as stipulated in Section 1.34.

2.8 **PRODUCT DATA INFORMATION AND SAMPLES SHOULD BE SUBMITTED WITH PROPOSAL**

This specific solicitation requires submission of product data information and samples to enable the County's evaluation of the product offered.

2.8.1 The County will consider the products offered by the Bidders in Bid Submission Form. The product offered shall meet and or exceed in quality and standards of performance as specified in the solicitation. Also for product information submittals, all supporting documentation submitted by the Bidder must in total meet the required specifications set forth in this solicitation. Where the standard product literature submitted with the offer provides information that does not comply with the specifications, the Bidder shall state, in an official letter on corporate letterhead as part of their initial offer, the differences between the item they are specifically offering, and the equipment described by the standard product literature, to substantiate compliance to all of the specifications set forth in this solicitation. In such cases, any offer submitted with standard product literature but without the letter explaining compliance may result in the rejection of the offer for not meeting the solicitation specifications.

2.8.2 The County will require samples of the items offered in the bid for evaluation, such items are to be provided at no cost to the County, and should be submitted to the County at the time of specific request. Failure to meet this requirement may result in your offer being rejected. Each individual sample shall be clearly labeled with the Bidder's name, bid number, bid title, manufacturer's name and brand name, and style number if applicable. If the Bidder fails to submit the samples, properly labeled, with its Bid Proposal, the County may not consider the Bidder's proposal for that item(s); provided however, that, in the event of a group or aggregate award, the Bidder's proposal may not be eligible for that group or in the aggregate as applicable. All samples shall become the property of Miami-Dade County.

2.8.3 The County reserves the right to perform its own testing procedures or to send any and all samples to the State of Florida's Department of General Services, Division of Purchasing, Bureau of Standards Laboratory or any other certifiable laboratory for analysis. Any costs for testing shall be borne by Bidder. On the basis of this testing and analysis, the County shall be sole judge of the acceptability of the sample in conformance with the bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods to be provided by the Bidder during the contract period shall conform to the sample submitted. The Bidder shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

2.8.4 All Bidders are required to submit with their bid sufficient product data information and samples to verify that its products are equal to the products listed in this solicitation; however, Miami Dade County may, at its sole discretion, allow the Bidder to complete or supplement the product data information and samples during the bid evaluation period. Failure to provide sufficient information to allow the County to evaluate the Bidder's products, as specified by the County, may result in the Bidder's bid being declared non-responsive. The County shall be sole judge of the Bidder's conformance with the specifications and requirements and its decision shall be final. The County reserves the right to verify the information submitted by the Bidder and to obtain and evaluate additional information, as it deems necessary to ascertain the Bidder's conformance to the requirements.

2.9 DELIVERY REQUIREMENTS

The awarded Bidder shall make deliveries of the acoustical panels and associated hardware/brackets within one hundred twenty (120) calendar days after the date of the order. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the awarded Bidder; except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

2.9.1 Should the awarded Bidder to whom the contract is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the order on a default basis after any back order period that has been specified in this contract has lapsed. If the order is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the awarded Bidder with any re-procurement costs. If the awarded Bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

2.10 SHIPPING TERMS F.O.B. DESTINATION

All Bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at:

William Lehman Center
6601 NW 72 Avenue
Miami, FL 33166

2.11 WARRANTY REQUIREMENTS: GUARANTEE SHOULD BE SUPPLIED IN WRITTEN FORM

Written guarantees should be submitted with the initial offer, however, the awarded Bidder may be given the opportunity to submit the guarantee to the County during the evaluation period. The awarded Bidder shall warrant to MDT Track and Guide Way Division in writing that acoustical panels will remain free from defects in materials and maintenance free 25 years after the date of final acceptance by MDT Track and Guide Way Division. Failure to meet this requirement may result in rejection of the offer. The awarded Bidder hereby agrees to investigate any or all complaints resulting from items supplied by the awarded Bidder and must agree to accept the return of any items not found acceptable. Refunds shall be either by check or a credit memorandum, whichever method is selected by the County.

2.12 DEFICIENCIES IN WORK TO BE CORRECTED BY THE AWARDED BIDDER

The awarded Bidder shall promptly correct any and all apparent or latent deficiencies and/or defects in work and/or any work that fails to conform to the contract documents; regardless of the fabrication, or completion status of the overall task. All corrections shall be made within ten (10) calendars. Defects, deficiencies, and/or non-conformances are verbally reported to the awarded Bidder by the County's project administrator, who may confirm all such verbal reports in writing. The awarded Bidder shall bear all costs of correcting such rejected work. If the awarded Bidder fails to correct the work to the satisfaction of the MDT representative within the period specified, the County may at its discretion, notify the awarded Bidder in writing, that the awarded Bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the awarded Bidder fails to correct the work within the period specified in the notice, the County shall place the awarded Bidder on default, obtain the services of another Vendor to correct the deficiencies, and charge the awarded Bidder for these costs; either through a deduction from the final payment owed to the awarded Bidder or through invoicing. If the awarded Bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This contract is for the purchase and delivery of acoustical panels and associated hardware/brackets to be installed by Miami-Dade Transit (MDT) Track and Guide Way Division Staff along the elevated sections of the Metrorail tracks in Miami-Dade County, Florida.

This section specifies performance requirements for design and production of acoustical panels and associated hardware/brackets. Sketches showing general dimensions of the acoustical panels and associated hardware/brackets as well as the vertical posts and connection details to the guide way deck are included with the performance specifications (See Drawings 1 through 5).

3.2 REQUIREMENTS:

A. Design Requirements: Acoustical panels shall be designed in accordance with American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications (6th Edition, 2012), as modified herein for wind loads. Panels shall withstand the following forces without failure, permanent deflection or water retention:

1. Service Design Wind Pressure: The wind pressures shown in the table below are based on the current wind load criteria in Miami-Dade County, using basic wind speed of 150 mph (for 100-year recurrence) (ASCE – American Society of Civil Engineers 7-10 Fig. CC-4), importance factor of 1.0 and a directionality factor of 1.0.

Height above ground (ft)	25	30	40	50	60	70	80	85
Wind pressure (psf)	84	89	97	104	109	114	118	119

2. Strength Limit State Wind Pressure: The above wind pressures shall be multiplied by a factor of 1.40. The wind pressure shall be applied perpendicular to either side of exposed surfaces of the panel.
3. Acoustical panels shall be mountable on the guide way deck using the existing attachment holes on the guide way deck for connection. (Refer to Drawing 2: Acoustical Panel Elevation - View A-A).
4. Lateral deflection of vertical posts shall not exceed ¼ inch in any direction under strength limit state loadings. Deflection of proposed acoustical panel between posts shall not exceed ¼ inch in any direction under strength limit state loadings.

5. Acoustical panels, vertical posts and all attachment hardware shall be capable of maintaining structural integrity for a minimum of 50 years, and have a surface without recoating for a minimum of 25 years.
6. Total weight of acoustical panel system shall not exceed 195 pounds per linear foot, including connection hardware.

B. Geometric Requirements: Refer to the attached sketches for the geometric requirements (Drawing No. 2) of acoustical panels.

1. The standards overall dimensions of each acoustical panel is 5'-2" (height) x 4" (thickness) x 4' (width). (**Note: Bid price for standard dimension shall be offer per each acoustical panel**).
2. Panel sizes may vary for special applications at the ends of the girders due to the variance in length of the girder. (**Note: Bid price for special applications acoustical panel shall be offer per linear feet**).
3. The spacing of the vertical posts supporting the acoustical panels shall be based on the spacing of the existing attachment holes in the guide way deck, as indicated in Section 3.2.A.3. The standard hole spacing in the guide way deck is 4'-0" (+/- 1/2"). The spacing varies at expansion joint locations.

C. Aesthetic requirements: The color and finish of the acoustical panels shall match the existing guide way color of basic white. The awarded Bidder shall provide two color sample acoustical panels for approval by MDT and should be submitted at the time of specific request. No fastenings on the exterior surface of the acoustical panel shall be visible.

D. Material requirements: Acoustical panels shall consist of sound absorptive material complying with the design, durability and aesthetic criteria specified in this performance specification. Acoustical panels of wood, metal or concrete materials will not be accepted. Materials other than steel shall be tested to their design strength in accordance with American Society for Testing and Materials (ASTM) E 72.

1. All new materials shall be provided. Recycling of existing acoustical panel components will not be accepted.
2. Acoustical panels shall be resistant to corrosion. **Proposed corrosion protection systems shall be included in the submittal and approved by MDT.**
3. All connectors and vertical posts shall be fabricated of non-ferrous materials, stainless steel or structural steel that is hot dip galvanized after fabrication according to the requirement of ASTM A 123 or A 153.
4. All materials shall have low flame spread and smoke development classifications in accordance with ASTM E 84. The maximum acceptable flame spread index and smoke developed index are 50 and 180, respectively.

5. All materials shall be non-toxic to the environment and pose no known health hazards. Submit a Material Safety Data Sheet as required under the Occupational Safety and Health Act Enforcement (OSHA) Communication Standard to identify hazardous chemicals, health and physical hazards, exposure limits and precautions as appropriate. National Fire Protection Association (NFPA) Hazard Rating for Health category shall be zero.
6. All materials shall withstand prolonged periods of exposure to moisture. Absorptive materials in acoustical panels shall require submission of water absorption testing. Water absorption percentage shall not exceed 0.5% by volume when tested in accordance with the appropriate ASTM Standards or an alternate standardized testing procedure. Support components of absorptive acoustical panels shall not degrade potential sound attenuation.
7. It shall be demonstrated that the acoustical panel can withstand the impact of windborne debris during hurricane events. All acoustical panels shall be shatterproof. Impact testing shall be performed in accordance with Florida Building Code Testing Application Standard (TAS) 201-94. Acoustical Panel elements shall be subjected to both the large and small missile impact test outlined in (TAS) 201-94, but not cyclic wind pressure loading. Under the large missile impact test, breakage or damage is allowed with no excessive deflection which would cause the acoustical panel to dislodge from the connection brackets and attachment hardware. No breakage or damage is allowed to the acoustical panel under the small missile impact test.

E. Noise reduction requirements: Acoustical panels shall be tested to determine the Sound Absorptive Average (SAA) in accordance with ASTM C 423-09a. Testing shall be completed by an independent National Voluntary Laboratory Accreditation Program (NVLAP) certified facility. Any Panel system shall achieve a Sound Absorption Average (SAA) rating equal to or greater than 0.75 to be classified as sound absorptive. Testing results shall be included with bid submittal.

1. The random incidence sound transmission losses of the acoustical panel material when tested in accordance with ASTM E 90, shall have a Sound Transmission Class (STC) rating of Delta "T" equal to or greater than 20.

3.3 SUBMITTALS:

- A. Drawings: Show layout and details of acoustical panels, including vertical connection posts with all attachment hardware. Drawings shall be included with the bid submittal.
- B. Design Calculations: Provide structural computations attesting to the ability of the acoustical panel system to withstand the specified wind loads. Drawings and computations shall be signed and sealed by a Professional Engineer registered in the State of Florida. Design Calculations shall be included with the bid submittal.

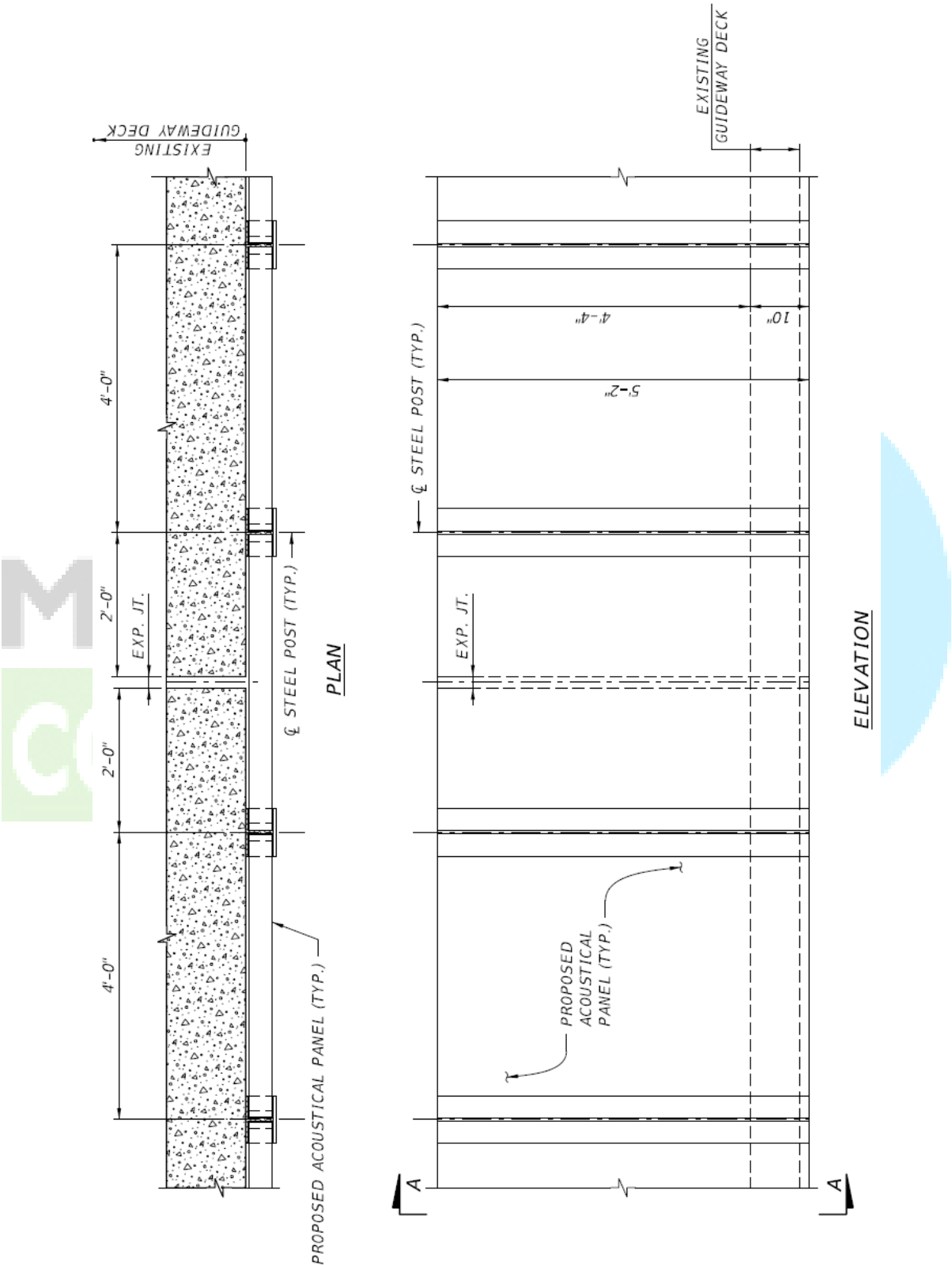
- C. Product Data: Catalog data, certified test data and descriptions of acoustical panel with connection brackets and inserts. The manufacturer's data shall specify general maintenance requirements and repair methods acceptable for their product such as: patching, recoating, replacing, including a list of distributors for replacement parts and the cost. Product Data shall be included with the bid submittal.
- D. Complete Assembly Samples: Two full size acoustical panels with the corresponding vertical posts and attachment hardware shall be delivered and submitted to the County at the time of specific request at no cost to the County.
- E. Color Samples: The two full size complete assembly samples (refer to above 3.3.D) delivered and submitted to the County shall show the proposed color and finish of basic white (refer to section 3.2.c).

3.4 APPROVAL:

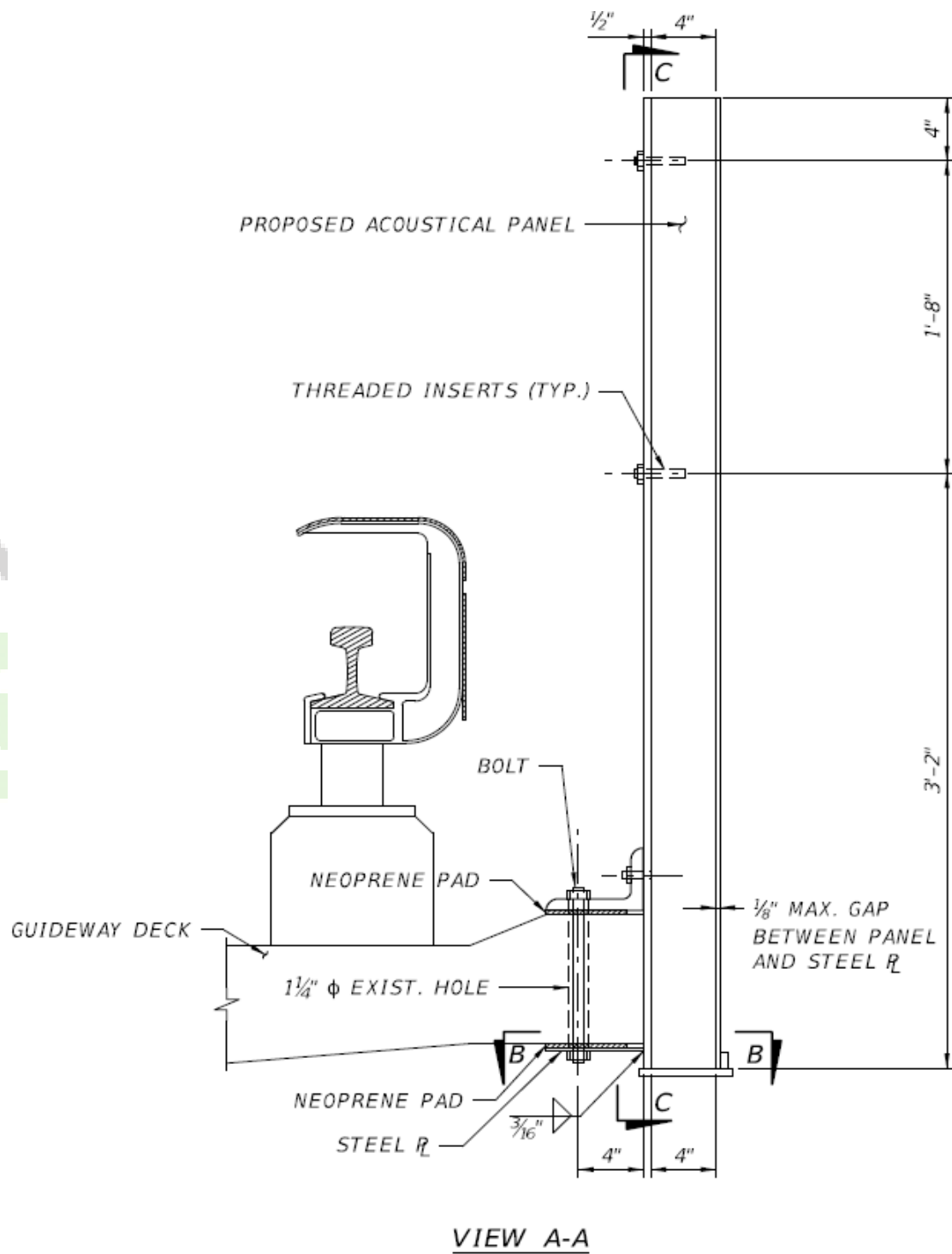
Acoustical panels will be approved only if the design and materials are determined to conform to these performance specifications. MDT reserves the right to request additional information and/or testing not specifically outlined in these criteria to assist in the evaluation of any acoustical panel component.



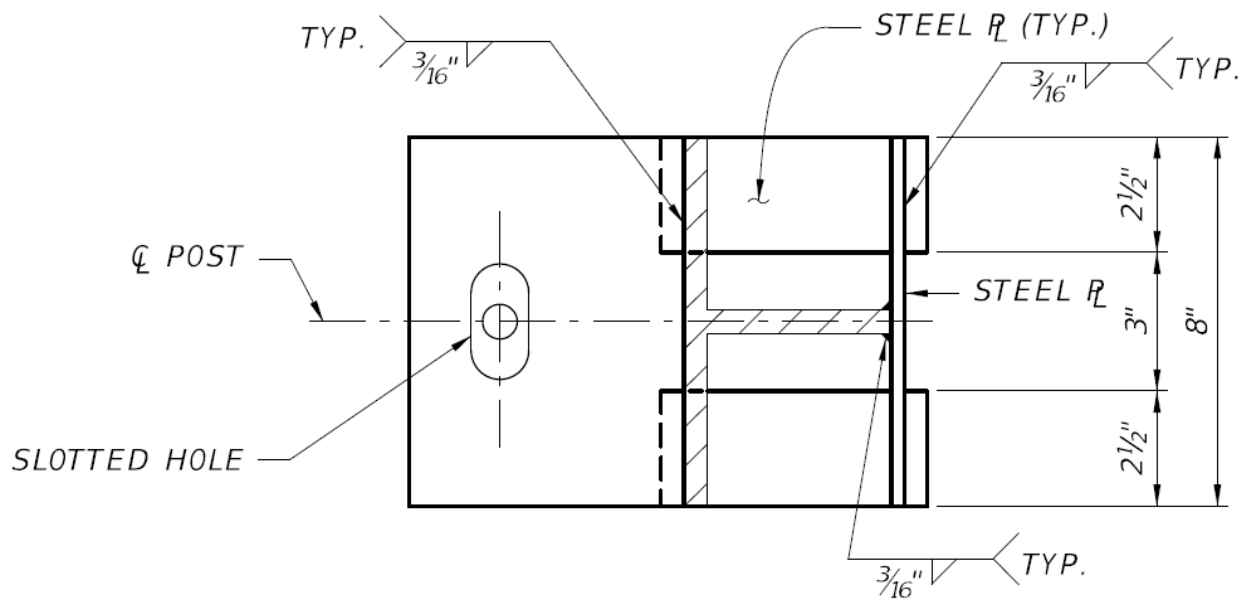
Drawing 1 – Acoustical Panel Plan and Elevation:



Drawing 2: Acoustical Panel Elevation - View A-A

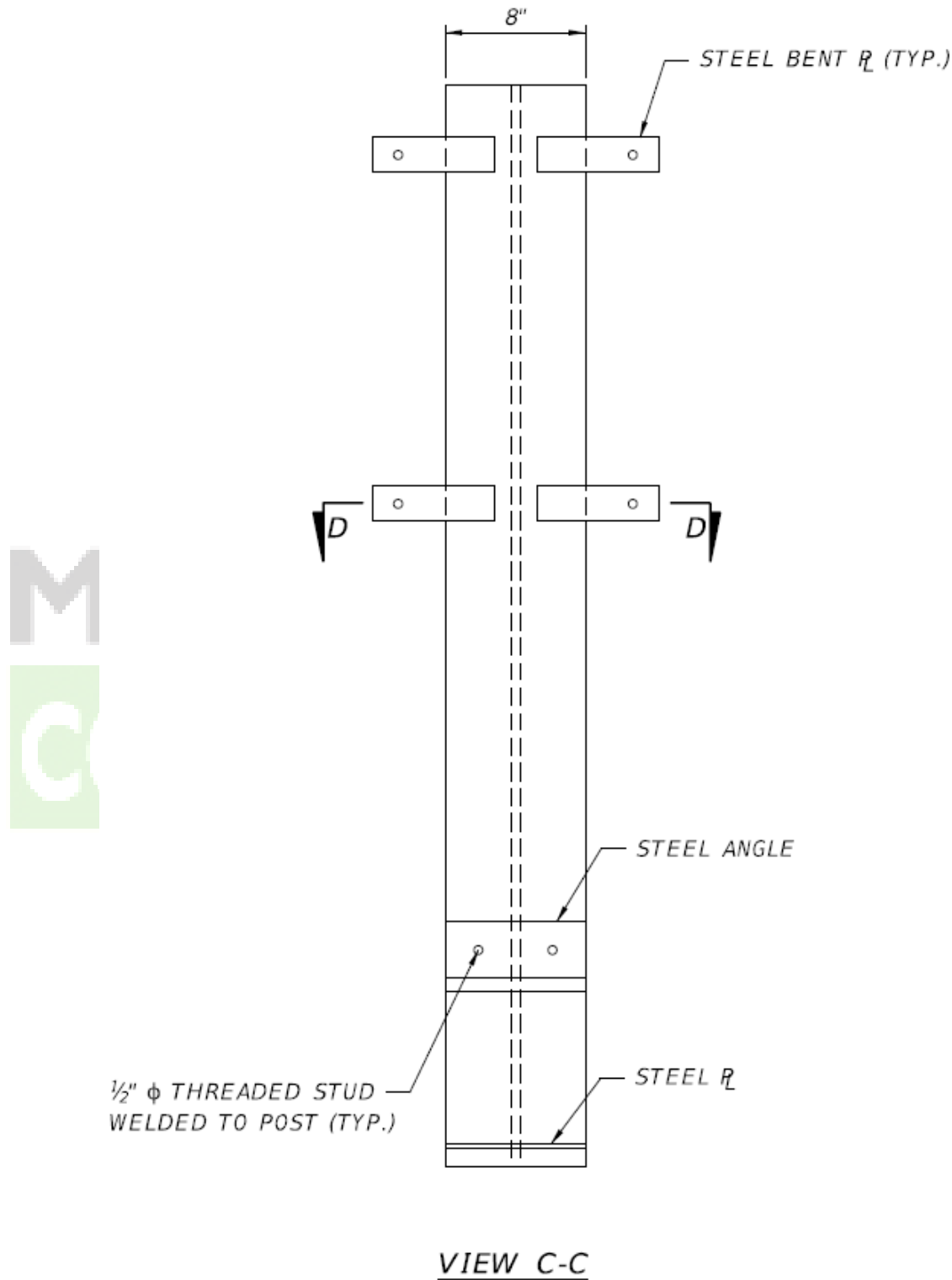


Drawing 3 – Section B-B:

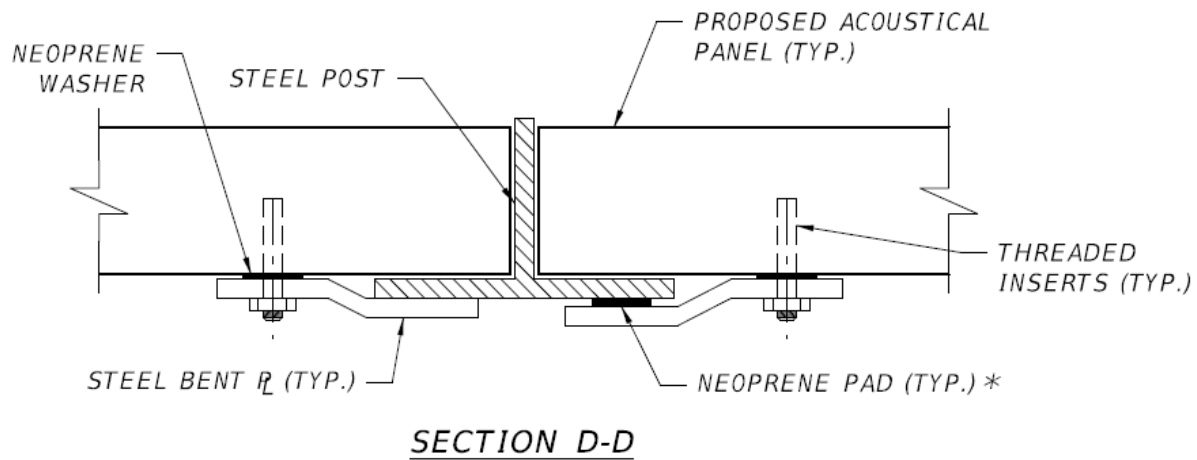
SECTION B-B

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Drawing 4: Acoustical Panel Elevation - View C-C



Drawing 5: Acoustical Panel Section D-D



* PROVIDE NEOPRENE PAD FOR PANELS SPANNING EXPANSION JOINTS ONLY.

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